

Exhibit 13

PITTA LLP

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May 1, 2024

Via Certified Mail/RRR

Apple Eight Hospitality Ownership, Inc.
814 East Main Street
Richmond, VA 23219
Attn: Matthew Rash, President

Re: The New York Hotel Trades Council and Hotel
Association of New York City, Inc. Health Benefits
Fund, Pension Fund, Legal Fund, Industry Training
Fund, Scholarship Fund, and 401(k) Savings Plan

and

Apple Eight Hospitality Ownership, Inc., owner of Hotel 57 by LuxUrban
130 East 57th St., New York, NY 10022

Case No. F24-5-2

Dear Sir/Madam:

On behalf of the New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan (collectively “Funds”), we enclose herewith a Demand for Arbitration submitted pursuant to the enclosed Owners Unit Protection Letter and Assumption Agreement.

By copy of this letter and demand, we request that the Office of Impartial Chairperson arrange for a hearing in this matter as soon as possible.

You are requested to direct all inquiries concerning the amounts of the contribution delinquencies and/or the periods for which the Funds are seeking remittances to:

Apple Eight Hospitality Ownership, Inc.

May 1, 2024

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New York Hotel Trades Council and Hotel Association of New York City, Inc.
Employee Benefit Funds
305 West 44th Street
New York, NY 10036
Attn: Mr. Kenneth J. Anderson Jr.
Accounts Receivable Manager

Very truly yours,

/s/ Jane Lauer Barker

Jane Lauer Barker

Enc.

cc:

(Via Email)
Mr. Richard Maroko
Mr. Vijay Dandapani
Dr. David Jacobson
Mr. John Heim
Mr. Kenneth J. Anderson Jr.
Alyssa Trampesch, Esq.
Amy Bokerman, Esq.
David Rothfeld, Esq.
Vincent F. Pitta, Esq.
Marcelle J. Henry, Esq.

Office of the Impartial Chairperson
Attn: Josephine Barletta

DEMAND FOR ARBITRATION

Case No. F24-5-2

Date: May 1, 2024

<u>Employer:</u>	
Apple Eight Hospitality Ownership, Inc.. owner of Hotel 57 by LuxUrban	130 East 57th St. New York, NY 10022
<u>Employer Association:</u>	
Hotel Association of New York City, Inc.	437 Madison Avenue New York, New York 10022
<u>Attorney for Association:</u>	
Ellenoff Grossman & Schole LLP	1350 Avenue of the Americas New York, NY 10105
<u>Union:</u>	
Hotel & Gaming Trades Council, AFL-CIO	707 Eighth Avenue New York, New York 10036
<u>Funds:</u>	
New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan	305 West 44 th Street New York, New York 10036
<u>Attorney For Funds:</u>	
Pitta LLP	120 Broadway, 28th Floor New York, New York 10271

The undersigned hereby requests the duly appointed Impartial Chairperson to arbitrate the issues set forth below under the terms of the Industry-Wide Collective Bargaining Agreement as adopted by the Owners Unit Protection Letter dated January 4, 2008 and the Assumption Agreement dated May 16, 2023

ISSUES TO BE ARBITRATED:

Liability of Apple Eight Hospitality Ownership, Inc. for failure to LuxUrban Re Holdings LLC a/k/a LuxUrban Hotels Inc. to pay contributions and remittances to the New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan for the months of June, 2023 through March, 2024 and continuing, upon which amounts have accrued (and continue to accrue) lost earnings and interest at two percent (2%) above prime per annum; and if so, what shall be the remedy?

PLEASE TAKE NOTICE that should these matters proceed to arbitration, the HTC Funds will seek from the employer lost earnings, liquidated damages in the amount of 20% of the principal contribution amount, late fees, legal fees of a minimum of \$1,500.00 and \$1,500.00 for the costs incurred by bringing this matter to arbitration.

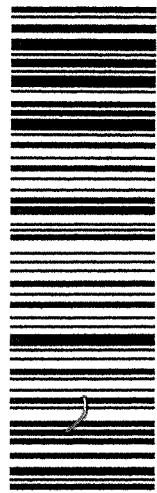
PLEASE TAKE NOTICE that unless within twenty (20) days after service of this notice of intention to arbitrate, you apply to stay the arbitration sought herein pursuant to the agreement between the parties, you shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time.

Pitta LLP

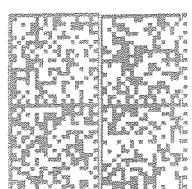
By: /s/ Jane Lauer Barker
Jane Lauer Barker
Attorneys for the Funds
120 Broadway, 28th Floor
New York, New York 10271

A copy of this Demand has been sent to the Employer on
May 1, 2024 by certified mail/RRR

Jane Lauer Barker, Esq.
Pitta LLP
120 Broadway, 28th Fl.
New York, NY 10271



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Apple Eight Hospitality Ownership, Inc.
814 East Main Street
Richmond, VA 23219
Attn: Matthew Rash, President

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